

4-0469
Blaine
THIS DOES NOT
CIRCULATE

duplicate to PERC
19-08
MF Suss
ARTICLE I
RECOGNITION

The Board hereby recognizes the Green Township Teachers' Association, hereinafter called the "Association", as the sole and exclusive representatives for negotiations concerning grievances and terms and conditions of employment for all personnel, whether under contract, on leave or on a per diem basis employed by the Board but excluding the position of principal.

ARTICLE II
SUCCESSOR AGREEMENTS

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

Such negotiations shall begin not later than September 10, and the agreement shall be reduced to writing and signed by the parties and adopted by the Board.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: a grievance is a claim by a teacher or the Association that a violation of this contract has taken place based upon the interpretation, application, or violation of this agreement, policies or administrative decisions and practices affecting a teacher or group of teachers.

LIBRARY
Institute of Management and
Labor Relations

FEB 1 1979

RUTGERS UNIVERSITY

2. Party in Interest: a "party in interest" is the person making the claim and any person including the Association or Board, who might be required to take action or against who action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to problems affecting teachers. Such proceedings shall be kept as confidential as appropriate.

C. Levels

1. Principal or Immediate superior -

- (a) The member with a grievance shall first discuss it with his principal or immediate superior. At such meetings an association representative shall have the right to be present.

- (b) The principal shall render his decision in writing within five (5) days after this meeting.

2. Board - If an aggrieved person is not satisfied with the disposition of his grievance at level one, he may file the grievance in writing with the Board of Education.

- (a) Within fifteen (15) days after receiving the grievance, the Board shall hold a hearing with the aggrieved person and the representative of the Association present.
- (b) Within ten (10) days after the hearing, the Board will render in writing its decision together with its reason for the decision.

3. Arbitration - If the aggrieved person is not satisfied with the decision at step two or if such decision has not been rendered within the required time, he may submit the grievance to arbitration.
 - (a) In selecting the arbitrator and in determining the arbitrability of the issue, the rules of the AAA shall be followed.
 - (b) The arbitrator's decision shall be submitted in writing to the Association and the Board and shall be final and binding on both parties.
 - (c) The cost for the services of the arbitrator shall be borne equally by the parties.

D. Rights of Teacher under this procedure:

1. No reprisals of any kind shall be taken by the Board or the Administration against any parties to the grievance.
2. Meetings and hearings shall not be held in public nor shall information obtained by the Board through such meetings be disclosed to the public.
3. Documents dealing with grievances shall not be included in the personal file of any participants.

ARTICLE IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for

mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator

the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required.

C. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

ARTICLE VI

TEACHER WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 182 days. These days shall include any days the teacher is required to be in attendance.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Upon arrival at school teachers shall be asked to indicate their presence by placing a check mark in the appropriate column of the faculty sign-in roster. Except as clarified elsewhere in the contract.
2. No teacher shall be required to report for duty earlier than 8:10 a.m. nor shall be required to remain later than 2:55 p.m.

3. Teachers shall have a duty free preparation period while the specialist is in the room.
4. Each teacher shall have a duty free lunch period of at least 40 minutes per day. In no event shall item 3 and 4 be the same period.

B. Meetings

1. Teachers may be required to remain after the regular work day for the purpose of attending faculty or other professional meetings. Such meetings shall be limited to one (1) meeting/month and shall be no longer than one (1) hour in length.
2. An agenda for such meetings shall be distributed three (3) days prior to the meeting. Teachers shall have the right to place items on the agenda and to speak to those items.
3. Teachers may not be required to attend evening meetings or assignments.

C. Extra Curricular Activities

Teacher participation in extra curricular activities which extend beyond the regularly scheduled school day shall be voluntary and shall be compensated at a rate agreed upon with the Association.

ARTICLE VIII

NON TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should be used primarily to that end.
- B. Teachers shall not be required to:
 1. Supervise cafeterias
 2. Supervise playgrounds
 3. Supervise the loading and unloading of buses.

ARTICLE IX

WITHHOLDING INCREMENTS

A. Teachers shall be notified of their contract and salary status for the ensuing year no later than March 1.

1. No teacher shall be refused employment without being told in writing the reason for such action and having the opportunity of a hearing before the board.
2. Failure to comply with the above will make the notice of termination invalid.

B. No increment shall be withheld unless the procedure outlined below is followed.

1. A teacher shall be told in writing where his deficiencies lie and be given ninety (90) days in which to improve.
2. No action shall be taken to withhold the increment unless the board has given the teacher and his representatives the opportunity for a hearing before the Board.
3. Any increment withheld shall be restored the following year unless this procedure is again followed.

ARTICLE X

TEACHER EVALUATION

A. General Criteria

1. All evaluation of teachers shall be conducted openly and with full knowledge of the teacher.
2. Non-tenure teachers shall be observed at least three times during the school year.
3. Classroom observations of teachers shall not be used as a punitive

measure or to harass association leaders.

B. Specific Procedures

1. All evaluations shall be in writing a copy of which will be presented to the teacher.
2. The teacher shall have the right to respond to any evaluation in writing and have that response attached to the evaluations before it is placed in his file.
3. All evaluations of a teacher shall include the strengths observed by the evaluator.
4. The teacher shall have the right to review the contents of his personal file upon request.

ARTICLE XI

TEACHER ASSIGNMENT

A. Notification

1. All teachers shall be notified in writing of their class assignment, subject assignments before the end of the current school year.
2. All teachers shall be assigned only to those areas in which they hold a standard teaching areas.

B. Changes

1. If revisions are necessary the teachers involved will be notified in writing as soon as possible of said revision.
2. The teacher affected shall have the right to a prompt review between himself, the superintendent and a representative of the Association.
3. Any teacher given an involuntary change of assignment shall be given at least two (2) choices for his new assignment.

ARTICLE XII

LEAVES OF ABSENCE

A. Sick Leave

1. As of September 1, 1977, all teachers employed shall be entitled to thirteen (13) cumulative sick days per year.
2. Each September every teacher shall receive a written accounting of accumulated sick leave.
3. Each teacher shall receive three (3) "Family sick days" per year to cover illness in the immediate family. Such days shall not be cumulative.

B. Temporary Leaves

1. Each teacher shall be entitled to three (3) non cumulative personal days per year. Specific reasons need not be given for such personal days.
2. Each teacher shall be entitled to up to five (5) days at any one time in the event of death in the immediate family including spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

C. Other Leaves may be granted by the Board for good cause.

ARTICLE XIII

TUITION REIMBURSEMENT

Teachers shall be reimbursed for tuition and costs incurred in connection with the taking of graduate courses for professional advancement.

1. Said courses must be taken at an accredited college or university and a evidence of successful completion must be presented before payment is made.

2. Said reimbursement shall be required for up to twelve (12) credits per teacher per year.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board of Education shall pay all premiums (employee and dependents) for the New Jersey Blue Cross, Blue Shield, Rider J and Major Medical Hospitalization Insurance.
- B. The Board of Education shall pay all premiums (employee and dependents) for a dental plan.
- C. The Board of Education shall pay all premiums (employee and dependents) for a prescription reimbursement plan.
- D. Once the carriers for the above insurance is approved they will not be changed without the approval of the Association.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital.

B. Board policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

D. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement, is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment

by the Board.

G. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at _____
(address)
2. If by Board, to Association at _____
(address)

ARTICLE XVI

SALARIES

- A. The Salary Guide shall be adjusted to show a cost of living increase plus an additional four (4) percent.
- B. The Extra Curricular Guide shall be increased to \$400 per year to the director or head coach of each Board approved extra curricular activity.
- C. Teachers with an earned doctorate degree or a Master's degree plus 60 graduate credits shall receive an additional \$1,000.00 above their proper placement on the guide.
- D. All prior experience in public school is creditable and up to two years in military service.
- E. Guides for B.A. + 15 and M.A. + 15 shall be added to the current guides and the amounts shall be placed half way between the surrounding guides.

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTIFICATION OF INTENTION TO COMMENCE NEGOTIATIONS

In accordance with N.J.A.C. 19:12-2.1 (a), parties to a collective negotiations agreement shall commence negotiations for a successor agreement, or in a case of an agreed reopener provision, shall commence negotiations pursuant to such reopener provision no later than 120 days prior to the public employer's required budget submission date. As of the date of this Notice, the below-named party seeking to initiate negotiations pursuant to N.J.A.C. 19:12-2.1 (a), hereby notifies the Public Employment Relations Commission in accordance with N.J.A.C. 19:12-2.1 (b), that it has notified the other party in writing of its intention to commence negotiations no later than 15 days prior to the commencement date of negotiations required by this Section or any earlier commencement date agreed to by the parties. The filing of this Notice on the other party with simultaneous filing to the Commission shall satisfy the notification requirements of the Commission's Rules and Regulations.

DO NOT WRITE IN THIS SPACE

Docket No.

Date Filed

1a. Name of Public Employer who is a party to the collective negotiations.

GREEN TOWNSHIP BOARD OF EDUCATION

1b. Representative to contact & title.

Gary Friedland, Chief Administrator

1c. Phone No.

201-383-6666

1d. Address (Street & Number, City, State & Zip Code)

Box 14 Greendell, New Jersey 07839

2a. Name of Exclusive Representative

GREEN TOWNSHIP TEACHER'S ASSOCIATION

2b. Representative to contact & title.

Richard Gruner
Negotiation Chairman

2c. Phone No.

201-729-5437

2d. Address (Street & Number, City, State & Zip Code).

67 Springbrook Trail, Sparta, New Jersey 07871

3a. Description of the collective negotiations unit:
Included:

All teaching personnel

3b. Approximate number of employees in the unit:

28